

EXHIBIT A

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*Attorneys for Lankfer Diversified Industries Incorporated
d/b/a LDI Incorporated*

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

DELPHI CORPORATION, et al.,

Debtor.

Case No. 05-44481(RDD)
Chapter 11
Hon. Robert D. Drain

DELPHI CORPORATION, et al.,

Plaintiff,

Adversary Proceeding
No. 07-02723(RDD)

-vs-

LDI INCORPORATED,

Defendant.

DECLARATION OF SANDREN SCHOLLAART

SANDREN SCHOLLART declares as follows:

1. I am the controller of Lankfer Diversified Industries Incorporated *d/b/a LDI Incorporated ("LDI")*.

2. I make this Declaration based on personal knowledge and, if called as a witness, would testify to the facts contained herein.

3. Until late April, 2010, LDI did not know that in 2007, Delphi Corporation, and its affiliates or successors (collectively, "**Delphi**") had commenced a lawsuit under seal against LDI seeking to avoid and recover over \$4 Million in allegedly preferential transfers made by Delphi.

4. Because LDI did not know it had been sued by Delphi, it took no special steps to organize or preserve its records with respect to Delphi. In particular, since Delphi filed its lawsuit against LDI under seal, key employees of LDI with respect to LDI's relationship with Delphi, have left LDI's employ. Specifically, the chief executive officer and chief financial officer of LDI left LDI's employ. LDI took no special steps to preserve their papers, electronic documentation and notes, nor did LDI take any steps to conduct exit interviews of such personnel with respect to potential claims and defenses involving an eventual lawsuit by Delphi.

5. If LDI had known that Delphi had commenced an action, it would have taken special steps to organize and preserve its records and information with respect to its transactions with Delphi.

6. LDI has been prejudiced in its ability to defend this adversary proceeding by the delay in receiving notice and service of the Complaint against it.


7. LDI filed a Proof of Claim (Claim No. 9832) on July 18, 2006. The Proof of Claim form had been supplied by Delphi, partially completed, and reflected LDI's name and address as follows:

Ldi Incorporated
4311 Patterson
Grand Rapids, MI 49512

8. In addition to the Proof of Claim, LDI and Delphi exchanged various documentation prior to Delphi's bankruptcy, all which clearly reflected LDI's proper address (examples of which are attached) and likewise, exchanged documents subsequent to the bankruptcy filing showing LDI's proper address.

9. I make this Declaration under penalty of perjury.

Dated: May 13, 2010



Sandren Schollaart

f:\data\ld\delphi\ap\declaration (schollaart) 5-12-10.doc

Buyer:
DELPHI
ENERGY & CHASSIS SYSTEMS
5820 DELPHI DR
TROY MI 48098

Deliver to:
DELPHI E & C CHIHUAHUA # 1
AV DE LAS INDUSTRIAS 4907
31110
MEXICO

LANKFER DIVERSIFIED INDUSTRIES INC
LDI INC
4311 PATTERSON AVE SE
GRAND RAPIDS MI 49512

Requirements Contract

PO Number 550059819 Date Issued 20-Sep-2004
Version 26-Jul-2005 15:59:28

*Attachment
to Scholastic
Declaration*

Vendor:
DUNS No: 084682202

Payment Terms: 2MN2 Currency: USD

Payment settled on 2nd, 2nd Month

Incoterms: FOB-Freight Collect

Item No	Material No	Plant				
	Description					
00010	25377349	JU01 DELPHI E & C CHIHUAHUA # 1				
	SOLENOID ASM-EVAP EMIS CNSTR VENT VLV					
	THIS AMENDMENT EXTENDS ITEM					
	THIS AMENDMENT CHANGES PRICE & VALIDITY					
	Valid From	Valid To	Currency	Price	Price Unit	UOM
	01-Sep-2004	05-Jan-2005	USD	3,917.00	1,000	PC
	06-Jan-2005	24-Jul-2005	USD	4,087.00	1,000	PC
	25-Jul-2005	31-Dec-2006	USD	3,917.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

OK 10/05

This Contract replaces previous contract # -

As a supplier to Delphi Energy & Chassis you must use a Delphi

Purchasing Contact: Smith, Lille
Phone: 248-813-4356
Fax: 248-813-4599

Contact Address:
DELPHI ENERGY & CHASSIS SYSTEMS
5725 Delphi Drive,
TROY MI 48098-2815

LANKFER DIVERSIFIED INDUSTRIES INC
LDI INC
4311 PATTERSON AVE SE
GRAND RAPIDS MI 49512

Requirements Contract

PO Number

550059819

Version

26-Jul-2005 15:59:28

Date Issued

20-Sep-2004

Item No	Material No	Plant
Description		

Notes (continued)

approved transportation provider when Delphi is paying the bill. If you require assistance or routing instructions please contact Menlo Worldwide Logistics at 800-805-9433. Failure to follow these instructions could result in a charge back to your company

Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.

An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material

Please refer to Delphi's website: www.delphi.com then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

Seller acknowledges and agrees that Buyer's General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions is available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.

11/16/04 - Alteration to change payment terms from ZMN2 to Z23. cap

12/10/04 - Alteration to change payment terms from Z23 to ZMN2 cap

02/23/05 - Alteration to change validity of REQUIREMENTS CONTRACT and change price and price validity on Material 25377349 (Item 10). (Change piece price to include packaging at \$.017 per piece) dmp

07/26/05 - Alteration to extend REQUIREMENTS CONTRACT and change price and price validity on Material 25377349 (Item 10). Price change based on packaging change from expendable to returnable dmp

DELPHI

Pg 7 of 8

12/17/04

Energy & Chassis Systems

REC'D MARE
12/16/04

4:25 PM

Page 1 of 2

Buyer:

DELPHI
ENERGY & CHASSIS SYSTEMS
5820 DELPHI DR
TROY MI 48098

Deliver to:

DELPHI E & C ROCHESTER
1000 LEXINGTON AVE
ROCHESTER NY 14606LANKFER DIVERSIFIED INDUSTRIES INC
LDI INC
4311 PATTERSON AVE SE
GRAND RAPIDS MI 49512

Requirements Contract

PO Number

550059652

Date Issued

09/15/2004

Version

12/13/2004 15:48:28

Vendor No: 1008260

DUNS No: 084682202

Payment Terms: ZMM2

Currency: USD

Payment settled on 2nd, 2nd Month

Incoterms: FOB - Freight Collect

Item No. Material No. Description Plant

00010 25360850 E401 DELPHI E & C ROCHESTER

SOLENOID ASM - EVAP EMIS CNSTR AIR INL

THIS AMENDMENT CHANGES PRICE

THIS AMENDMENT CHANGES VALIDITY

Valid From	Valid To	Currency	Price	Price Unit	UOM
01/01/2004	12/31/2004	USD	2,558.00	1,000	PC
01/01/2005	12/31/2005	USD	2,507.00	1,000	PC
01/01/2006	12/31/2006	USD	2,457.00	1,000	PC
01/01/2007	12/31/2007	USD	2,407.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

Notes

This Contract replaces previous contract # --

Purchasing Contact: Smith, Lille

Phone: 248-813-4356

Fax: 248-813-4599

Contact Address:

DELPHI ENERGY & CHASSIS SYSTEMS
5725 Delphi Drive,
TROY MI 48098-2815

LANKFER DIVERSIFIED INDUSTRIES INC
 LDI INC
 4311 PATTERSON AVE SE
 GRAND RAPIDS MI 49512

Requirements Contract

PO Number	Date Issued
550059652	09/15/2004
Version	
12/13/2004 15:48:28	

Item No.	Material No.	Plant
	Description	

Notes Continued:

As a supplier to Delphi Energy & Chassis you must use a Delphi approved transportation provider when Delphi is paying the bill. If you require assistance or routing instructions please contact Menlo Worldwide Logistics at 800-805-9433. Failure to follow these instructions could result in a charge back to your company

Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.

An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.

Please refer to Delphi's website: www.delphi.com then Suppliers/Supplier Community Portal / Supplier Standards, for additional information

Seller acknowledges and agrees that Buyer's General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions is available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.

11/16/04 - Alteration to change payment terms from ZMN2 to Z23. cap

12/10/04 - Alteration to change payment terms from Z23 to ZMN2. cap

12/13/04 - Alteration to change validity of REQUIREMENTS CONTRACT and change price and price validity on Material 25360850 (Item 10). Add LTA pricing - Pricing currently in SAP reflects pricing when volume reaches certain point SA 550059652 & 550015867 dmp